

**A SUBSTITUTE RESOLUTION BY**

**09-R-1563**

**PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE**

**AUTHORIZING THE MAYOR, ON BEHALF OF THE DEPARTMENT OF POLICE, TO EXECUTE TEMPORARY SERVICE CONTRACTS WITH THIRTY-ONE (31) RETIRED CITY OF ATLANTA ("CITY") POLICE OFFICERS, FOR THE PURPOSE OF PROVIDING PROFESSIONAL SECURITY SERVICES AT THE ATLANTA PUBLIC SAFETY HEADQUARTERS AND THE ATLANTA PUBLIC SAFETY ANNEX, FOR A PERIOD OF FOURTEEN (14) MONTHS IN FY2010 AND FY2011, FOR A TOTAL AMOUNT NOT TO EXCEED SIX-HUNDRED TWENTY-FOUR THOUSAND, NINE-HUNDRED SEVENTY-FIVE DOLLARS (\$624,975); ALL COSTS TO BE CHARGED TO 1001 (GENERAL FUND), 240202 (APD POLICE STATIONS AND BUILDINGS), 5212001 (CONSULTING/PROFESSIONAL) 3260000 (POLICE STATIONS AND BUILDINGS); AND FOR OTHER PURPOSES.**

**WHEREAS**, the Atlanta Police Department ("Department") has determined a need for security officers at the Atlanta Public Safety Headquarters located at 226 Peachtree Street SW, and the Atlanta Public Safety Annex located at 3493 Donald Lee Hollowell Parkway; and

**WHEREAS**, retired City Police officers possess the knowledge and expertise to provide the necessary professional security services; and

**WHEREAS**, the Police Department desires to execute temporary service contracts with thirty-one (31) retired City police officers for the purpose of providing the necessary professional security services at the Atlanta Public Safety Headquarters located at 226 Peachtree Street SW, and the Atlanta Public Safety Annex located at 3493 Donald Lee Hollowell Parkway for a period of fourteen (14) months, in an amount not to exceed six hundred twenty-four thousand, nine hundred seventy-five dollars (\$624,975); and

**WHEREAS**, one (1) such retired officer shall be designated the supervisor and shall be compensated at \$21.73/hr.; and the remaining thirty (30) officers shall be compensated at \$19.30/hr.; and

**WHEREAS**, such engagements are authorized pursuant to Article 3, Chapter 5, Section 3-505 of the Charter of the City of Atlanta.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES** that they Mayor be and is hereby authorized to execute contracts, on behalf of the Department of Police, with thirty-one (31) retired Atlanta Police Officers, for the purpose of providing professional security services at the Atlanta Public Safety Headquarters located at 226

Peachtree Street SW, and the Atlanta Public Safety Annex located at 3493 Donald Lee Hollowell Parkway for a period of 14 months in FY2010 and FY2011, in an amount not to exceed six-hundred twenty-four thousand, nine-hundred seventy-five dollars (\$624,975).

**BE IT FURTHER RESOLVED**, that the contracts shall be approved by the City Attorney or his/her designee as to form.

**BE IT FURTHER RESOLVED**, that the Agreement shall not become binding upon the City and the City shall incur no obligation or liability hereunder until the same has been signed by the Mayor or his/her designee and delivered to the respective retired City of Atlanta Police Officers.

**BE IT FINALLY RESOLVED**, that all costs shall be charged to 1001 (General Fund), 240202 (APD Police Stations and Buildings), 5212001 (Consulting/Professional), 3260000 (Police Stations and Buildings).

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**WHEREAS**, the Atlanta Police Department ("Department") has determined a need for security officers at the Atlanta Public Safety Headquarters located at 226 Peachtree Street SW, and the Atlanta Public Safety Annex located at 3493 Donald Lee Hollowell Parkway; and

**WHEREAS**, retired City Police officers possess the knowledge and expertise to provide the necessary professional security services; and

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**BE IT FINALLY RESOLVED**, that all costs shall be charged to account  
**#1001.240202.5212001.3260000.000000.0000**

Retired Supervisor

## **AGREEMENT**

GEORGIA..... CITY OF ATLANTA

THIS AGREEMENT, made and entered into as of the .....day of.....2009, by and between the **CITY OF ATLANTA**, a municipal corporation of the State of Georgia (hereinafter referred to as the City), and .....of ..... (hereinafter referred to as.....)

### **WITNESSETH THAT:**

WHEREAS, \_\_\_\_\_, retired as a Police Officer in the Police Department of City; and

WHEREAS, the Mayor and the Chief of Police desire to utilize the skills and expertise of \_\_\_\_\_, to provide professional security guard services for the City, at the City of Atlanta Public Safety Headquarters at 226 Peachtree Street SW, and/or the City of Atlanta Public Safety Annex at 3493 Donald Lee Hollowell Parkway, through a contractual agreement for services; and

WHEREAS, the Mayor has certified the necessity of such contractual agreement in compliance with the requirements of Section 3-505 of the Charter of the City of Atlanta; and

WHEREAS, the execution of this agreement, on the part of the City, has been authorized by Resolution No. \_\_\_\_\_, adopted by the City Council, and approved by the Mayor, in the form and manner of that copy of the same attached hereto as Appendix 1 and made a part hereof by reference.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises and mutual covenants hereinafter contained, it is agreed between the parties hereto as follows:

1.

\_\_\_\_\_, agrees to provide professional security guard services for the City of Atlanta as required by the Department of Police, at the City of Atlanta Public Safety Headquarters at 226 Peachtree Street SW, and/or the City of Atlanta Public Safety Annex at 3493 Donald Lee Hollowell Parkway, as directed.

2.

In consideration of such services, the City agrees to pay compensation to \_\_\_\_\_, to be computed at a rate of \$21.73 per hour, for a total not to exceed \$\_\_\_\_\_, over the term of this contract, to be paid from Account No. 1001.240202.5212001.3260000.000000.0000.

3.

The Term of this agreement shall commence on \_\_\_\_\_, and shall continue thereafter for a period of fourteen (14) months; provided, however, that this agreement may be terminated by either party upon ten (10) business days prior written notice to the other.

4.

\_\_\_\_\_, agrees that the services hereunder shall not constitute reemployment by the City, and he/she shall not acquire any civil service rights, employee benefits, or any further pension rights by virtue of this Agreement. The City agrees that \_\_\_\_\_ shall be entitled to continue to receive his/her regular pension payments, and that he/she will not be required to make any contribution to the pension fund by virtue of this Agreement.

5.

The parties agree that the term of this Agreement, as set forth herein, shall constitute the entire agreement between them. Changes, which may be mutually agreed upon by and between the City and \_\_\_\_\_, shall be effective and enforceable only after both parties, hereto, have executed a written amendment.

IN WITNESS WHEREOF, the City, acting by and through its duly authorized officials, and \_\_\_\_\_, have executed this Agreement as of this day and year first above written.

**ATTEST:**

**CITY OF ATLANTA** (Seal)

\_\_\_\_\_  
Atlanta Police Department

by \_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**APPROVED AS TO INTENT:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
City Attorney

**APPROVED:**

**RECOMMENDED:**

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Chief Operating Officer

Retired officer

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**CITY OF ATLANTA** (Seal)

\_\_\_\_\_  
Atlanta Police Department

by \_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**APPROVED AS TO INTENT:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
City Attorney

**APPROVED:**

**RECOMMENDED:**

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Chief Operating Officer



**TRANSMITTAL FORM FOR LEGISLATION**

**TO: MAYOR'S OFFICE**

**ATTN: GREG PRIDGEON**

Legislative Counsel (Signature): Investigator Kurt Braunsroth

Contact Number: (404) 546-4266

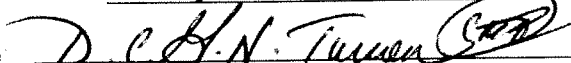
Originating Department: Department of Police

Committee(s) of Purview: Public Safety and Legal Administration

Council Deadline: 1 September 2009

Anticipated Committee Meeting Date(s): 15-16 September 2009

Anticipated Full Council Date: 21 September 2009

Commissioner Signature: 

Chief Procurement Officer Signature: \_\_\_\_\_

**CAPTION**

**A RESOLUTION BY**

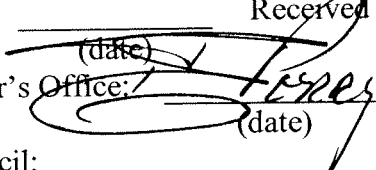
**PUBLIC SAFETY & LEGAL ADMINISTRATION COMMITTEE**

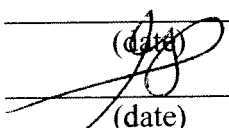
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FINANCIAL IMPACT (if any)

Mayor's Staff Only \_\_\_\_\_

Received by CPO: \_\_\_\_\_ Received by LC from CPO: \_\_\_\_\_

Received by Mayor's Office:  9/1/09  
(date) (date)

Reviewed by:   
(date)

Submitted to Council: \_\_\_\_\_  
(date)